

**State of New Hampshire  
Licensed Allied Health Professionals  
Respiratory Care Practitioner Governing Board  
Concord, New Hampshire 03301**

In the Matter of:  
Pia P. Walsh, RCP,  
No.: 744  
(Misconduct Allegations)

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of respiratory care therapy, the New Hampshire Respiratory Care Practitioners Governing Board ("Board") and Pia P. Walsh, RCP, ("Ms. Walsh" or "Respondent"), a respiratory care practitioner licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 541-A; RSA 326-E; 328-F:5; 328-F:23 and Respiratory Care Practitioners Administrative Rule ("Resp") 203, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by respiratory care practitioners. Pursuant to RSA 328-F:24, VI the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice respiratory care therapy in the State of New Hampshire on July 13, 2000. Respondent holds license number 744. Respondent practices as a respiratory care practitioner at Cheshire Medical Center located at 580 Court Street in Keene, NH. Respondent also works on an independent per diem basis at Catholic Medical Center in Manchester, NH.

3. On or about October 11, 2006, the Board received two (2) anonymous letters which raised questions about whether or not Respondent was "actually or potentially able to render care with reasonable skill and safety by reason of illness, or by reason of a mental or physical condition" as such concerns are set forth in RSA 328-F:23, II (f).
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's mental and physical condition.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in conduct, by virtue of her condition, that violated RSA 328-F:23, II (f), by the following facts:
  - A. On or about September 16, 2006, Ms. Walsh was hospitalized at the Cheshire Medical Center on an emergency basis for the effects of an intentional overdose of prescribed medications and alcohol.
  - B. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 328-F:23, II (f).
6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a respiratory care practitioner in the State of New Hampshire.
7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-F: 23, III:
  - A. Respondent's license to practice as a respiratory care practitioner is limited to practice under the supervision of a respiratory care practitioner or other

qualified medical professional for a period of six (6) months from the issuance of this *Settlement Agreement* and until further order of the Board.

B. Respondent has, at her own expense, completed a ten (10) day in-patient stay at the Windham Center in Bellows Falls, VT. She has also completed three weeks of partial hospitalization at the Windham Center as follow up to that inpatient stay.

1. Respondent shall obtain a summary of her treatment and care from her treating psychiatrist at the Windham Center, Dr. Ray Abney.
2. Respondent shall obtain medical clearance and/or clearance from her treating psychiatrist prior to returning to work full time.

C. Respondent has commenced care and treatment at with Brittany Hamilton, MSW, at Monadnock Family Services located in Keene, NH. Ms. Walsh shall, at her own expense, meaningfully participate in, without interruption, such care and treatment as may be recommended to her by Ms. Hamilton or any other treating mental health professional.

1. Within 20 days of the effective date of this *Settlement Agreement*, Respondent shall provide to Ms. Hamilton or the treating mental health professional with a copy of this *Settlement Agreement*.
2. Respondent and Ms. Hamilton and/or the mental health professional shall address what stressors lead to Respondent's decompensation outlined in this *Settlement Agreement* and Respondent's insight into the causes and consequences. Respondent and Ms. Hamilton and/or the

mental health professional shall also address how to manage these stressors in the future.

3. Ms. Hamilton and/or the mental health professional shall file quarterly reports, under seal, with the Board, at Respiratory Care Practitioner Governing Board, Office of Licensed Allied Health Professionals, 2 Industrial Park Drive, Concord, NH 03301. The quarterly reports shall outline Respondent's attendance and provide a general statement of Respondent's progress and compliance with all recommendations.
4. Mental health services have commenced with Brittany Hamilton, MSW and shall continue for a minimum of twenty-four (24) months following the initiation of treatment. At the end of twelve months (12) from the issuance of this agreement, the Board agrees to review and consider a petition to terminate counseling treatment, if deemed appropriate by Ms. Hamilton or Ms. Walsh's provider at the time. Counseling shall continue for a period of twenty four months or until further order of the Board.

D. Respondent is required to submit to the care, treatment and observation of a treating psychiatrist. Within ten (10) days of the issuance of this Settlement Agreement, Respondent shall provide the Board with the name and address of her treating psychiatrist.

1. The treating psychiatrist shall file quarterly reports, under seal, with the Board, at Respiratory Care Practitioner Governing Board, Office of

Licensed Allied Health Professionals, 2 Industrial Park Drive, Concord, NH 03301. The quarterly reports shall outline Respondent's attendance and compliance with any treatment and compliance with any prescribed medications, as well as a general statement of Respondent's progress and compliance with all recommendations.

2. Treatment and care by the treating psychiatrist shall continue as recommended but in no case for less than a minimum of twenty-four (24) months following the initiation of treatment.

- E. Ms. Walsh shall comply with any and all conditions of employment or other requirements of the Department of Human Resources and/or Employee Assistance Program ("EAP"), if any, at her place of employment.
- F. Ms. Walsh shall authorize the Department of Human Resources and/or Employee Assistance Program at her place of employment to notify the Board if Ms. Walsh fails to comply with any terms and conditions of her employment.
- G. Ms. Walsh shall refrain from the excessive use of alcohol and shall refrain from the use of any controlled substance not specifically prescribed for her treatment and care.
- H. Ms. Walsh shall faithfully comply with any and all treatment recommendations regarding any controlled substance or medication prescribed for her by her treating psychiatrist or any other treating physician.

- I. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- J. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the treating mental health professional in any subsequent proceeding before the Board regarding Respondent's license.
- K. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a respiratory care practitioner or work which requires a licensure as a respiratory care practitioner and/or respiratory care practitioner license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials respiratory care practitioners, with which Respondent is presently affiliated.
  - 1. Respondent's employer shall be presented with a copy of this *Settlement Agreement*, and asked to sign a copy of the acknowledgement (attached here to as Attachment 1) and return it to the Board within ten (10) days of the effective date of this *Settlement Agreement*.
- L. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to

any employer to which Respondent may apply for work as a respiratory care practitioner or for work in any capacity which requires licensure as a respiratory care practitioner and/or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials respiratory care practitioners, to which Respondent may apply for any such professional employment or recognition.

8. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 328-F:23, II (j), and a separate and sufficient basis for further disciplinary action by the Board.
9. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.

12. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
13. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
14. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.
15. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
16. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
17. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and



dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

18. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

**FOR RESPONDENT**

Date: 12.10.06

Pia Walsh RCP  
Pia P. Walsh, RCP  
Respondent

**FOR THE BOARD/\***

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 14 Dec 2006

Carol J Rod  
(Signature)

Carol J Rod  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of Medicine

\*/Jeffrey T. Reisert, D.O., Board Member, recused.